DEBATES AS AIDS IN INTERPRETING STATUTES. — An interesting question is often raised as to how far courts, in construing statutes, may look into the motives and intentions of the individual legislators. By the general weight of authority the court cannot look into the debates on the statute in question, as this shows merely the intention and interpretation of the individual members of the legislature, which may not of course represent the true object of the majority. *Aldridge* v. *Williams*, 3 How. 24. This doctrine has been rejected by the New York Court of Appeals in a recent decision, holding that the court may look into the published records of the debates preceding the passage of the act. *People* v. *Dalton*, New York Law Journal, March 7, 1899.

Such evidence is unquestionably very slight, and possibly misleading, but neither of these objections seems sufficient to exclude it altogether. It would never be referred to except in obscure cases, and even then it would hardly be misleading to the court, trained as they must be in considering and weighing evidence. In adopting the contrary doctrine, courts may have been influenced by that legitimate rule of evidence which excludes declarations of intention of the parties in construing written documents. But this does not rest on the supposition that such evidence of the actual intention and understanding of the parties is not extremely valuable as an aid to interpretation, but on the ground that it is untrustworthy, and likely to be the subject of misrepresentation and perjury. This objection, however, cannot be urged in the principal case. Recitals in statutes, and records of bills presented or finally passed in either house have always been referred to by the courts, yet they differ from the debates only in that they are more likely to represent the view of the majority. *Blake* v. *National Banks*, 23 Wall. 307. Curiously enough, in construing the State constitutions, it has always been held allowable to refer to the debates in the constitutional conventions, yet there seems to be no reason for this distinction. *People* v. *Harding*, 53 Mich. 481.

The only valid objection to such evidence lies in its slight weight. But this in itself seems insufficient to warrant any fixed rule of exclusion. Such rules were made for the benefit of the jury, an untrained body of men, likely to be misled by such evidence, — a reason which does not apply to the court. And the principal case seems to lay down the more sensible and better doctrine, that the court may look into all the evidence it can find, trusting to its own prudence and experience not to be unduly influenced.

THE TACKING OF ADVERSE HOLDINGS. — The question, whether successive adverse holders may fulfil the statutory requirement of twenty years' adverse possession by tacking their periods of occupancy to divest the land owner of his title, has been passed on by the Supreme Court of Massachusetts. In *Frost* v. *Courtis*, 52 N. E. Rep. 515 (Mass.), the respondent, having been in possession of the disputed land under a void devise, conveyed by deed to one Morse. The court, following *Sawyer* v. *Kendall*, 10 Cush. 241, declared that, if the combined periods of possession of the respondent and Morse equalled twenty years, the true owner was deprived of his title. In *Sawyer* v. *Kendall*, *supra*, the wife of the plaintiff's disseisor endeavored to tack her husband's possession to her own in order to satisfy the statute. But it was ruled that where there was no privity of estate between successive wrongful holders, the privilege of tacking would not be allowed. In the principal case sufficient privity

was found in the deed of conveyance from the respondent to Morse. If, however, the second holder instead of taking a conveyance had in turn disseised the first disseisor, the doctrines of tacking could not have been invoked.

The Massachusetts view has commanded general acquiescence. *Overfield* v. *Christie*, 7 S. & R. 173. It would seem that the term, "privity," between the disseisor and his grantee, could only be satisfied by a devise or conveyance which would be effectual to transfer the land had the grantor a perfect title. But it has been held illogically in some jurisdictions where "privity" is required, that a defective deed, or even a mere oral transfer, is sufficient. *Weber* v. *Anderson*, 73 Ill. 439. It is to be noted, however, that Massachusetts adheres to a strict interpretation of the test it has laid down. *Ward* v. *Bartholemew*, 6 Pick. 409. But is not this rule a purely arbitrary check? It is hard to see why a second disseisor should not be allowed to add to his term that of his immediate disseisee to protect himself against the procrastinating owner. It has been argued that the seisin of the proprietor revives, and that a new disseisin is effected by the later disseisor. But unless there is a distinct interval between the two occupancies, the seisin of the first wrongdoer passes directly to the second. Moreover, it seems that the case should be looked at from the point of view of the person who brings suit. If his laches has been continuous for the necessary period, the spirit of the Statute of Limitations seems to require his failure. And there is authority for this position. *Fanning* v. *Willcox*, 3 Day, 258. Speaking broadly, then, where possession has been continuously adverse to the true owner for twenty years, "privity" of successive occupants is irrelevant. 9 HARVARD LAW REVIEW, 279.

COVENANTS RESTRICTING THE USE OF CHATTELS. — The so-called doctrine of equitable easements — that covenants restricting the use of land will bind a purchaser with notice — has been extended by a recent decision of the New York Supreme Court to covenants restricting the use of chattels. A Catholic association, having a copyright on a certain prayer book, sold a set of plates to the plaintiff, and covenanted not to sell below a certain price copies from the plates which they retained. The association afterwards disposed of their set of plates to the defendant who had notice of the covenant. The defendant having sold books below the stipulated price was enjoined from so doing and was forced to pay damages to the plaintiff. *Murphy* v. *Christian Press Association*, New York Law Journal, March 15, 1899. The court reasoned that there was no difference in principle between a covenant concerning land and one concerning chattels, and that this particular covenant was not in restraint of trade, since it referred to the use of a copyright. It cannot be doubted that this reasoning is correct. While the defendant was not of course liable on the covenant itself, his conscience was affected by his notice, and in equity he stood in no better position than his vendor. The only question in such a case would seem to be, whether the vendor himself could have been enjoined from breach of his contract. As to this point, the principal case is undoubtedly correct, for agreements as to the use of copyrights can generally be enforced specifically, owing to the inadequacy of any legal remedy. High, Injunctions, § 1171.

As regards personal property, equity will rarely decree specific performance of a contract of sale, and *a fortiori* it will not enforce a covenant